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AGREEMENT

between

MARSHALL COUNTY, IOWA
SHERIFF'S DEPARTMENT
(Deputies and Jailers)

and

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 2007 to June 30, 2009

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AGREEMENT

THIS AGREEMENT entered into as of the 1st day of July, 2007, by and between MARSHALL COUNTY, IOWA SHERIFF'S DEPARTMENT, hereinafter referred to as the "Employer," and the CHAUFFEURS, TEAMSTERS & HELPERS LOCAL NO. 238, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union," pursuant to the provisions of Chapter 20 of the Code of Iowa.

ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the Union as the exclusive bargaining representative for all regular Deputy Sheriffs, Investigator/Detectives, full-time Transportation Personnel and all full-time and part-time Jailers, including Level 1 Supervisory Jailers, of the Marshall County Sheriff's Department. Excluded are Bailiffs, Sheriff, First Deputy, Level 2 Supervisory Jailer, Office Deputy, confidential secretary, office clerical personnel, and all other employees excluded by Chapter 20 of the Iowa Code. Reference is made to the Public Employment Relations Board order of certification case No. 1810, dated January 9, 1981.

Section 1.2. Non-Discrimination in Employment. All applicable state and federal laws concerning non-discrimination in employment will be complied with.

ARTICLE 2 SEPARABILITY AND SAVINGS AND EXTRA-CONTRACT AGREEMENTS

Section 2.1. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2.2. The Employer agrees not to enter into any agreement or extra-contract with an employee(s) which is contrary to an expressed provision of this Agreement. Such contract shall be null and void.

ARTICLE 3 EMPLOYER RIGHTS

Section 3.1. Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in

addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; make investigations, maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other reasons; to determine what work or service shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments and personnel by which public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

ARTICLE 4 NO STRIKE - NO LOCKOUT

Section 4.1. The parties agree to faithfully abide by the applicable provisions of Chapter 20 of the Code of Iowa. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, illegal picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activity as covered in Section 12 of the Act.

Section 4.2. The Employer pledges that it will not engage in lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 GRIEVANCE PROCEDURES

Section 5.1. Definition. A grievance is defined as and limited to a written complaint alleging a violation involving the application and interpretation of the provisions of this Agreement. The grievance shall be presented by the union steward, Business Representative and/or the employee and a resolution will be attempted between the union steward, Business Representative and/or the employee and the appropriate employer representative. The grievance will state the Article and section of the contract allegedly violated. Any employee discipline is subject to the

grievance procedure. If a grievance is not timely filed or appealed to the next step within the specified time limits, the grievance is waived unless the time for filing or appealing is extended as set forth in Section 5.5 of this Article. The union will designate from time to time an appropriate representative with whom the Employer may deal in connection with the processing of all grievances.

Section 5.2.

Step 1. Within seven (7) calendar days of the occurrence or knowledge of the occurrence, the aggrieved employee and/or union will verbally notify the Sheriff or designated representative of a complaint.

Step 2. If no action is taken within five (5) days of the verbal notification, a written grievance may be filed by the aggrieved employee and/or union with the Sheriff. The Sheriff must answer within seven (7) calendar days.

Step 3. If this answer is not acceptable or if the Sheriff does not answer within the prescribed seven (7) calendar days, the grievance must be presented to the Board of Supervisors within seven (7) calendar days of the Sheriff's answer or within seven (7) calendar days of the expiration of the time within which the Sheriff must answer. The grievance may be presented to the Board of Supervisors by the aggrieved employee and/or union. A Board of Supervisor's representative will contact the Union within seven (7) calendar days following receipt of the grievance to schedule a meeting at a mutually acceptable time to discuss the grievance with the Union, the aggrieved employee and the Sheriff and/or designated representative. The Board representative will respond, with an answer, in writing, to the aggrieved employee, the Union and the Sheriff, within seven (7) calendar days following such meeting.

Step 4. If the Step 3 answer is not acceptable, or if a settlement cannot be reached, the Union, within thirty (30) calendar days of its receipt of the Step 3 answer, shall notify the Employer of its desire to take the grievance to arbitration. In that event, the parties shall meet within ten (10) calendar days after receipt by the Employer of the notice of referral to arbitration for the purpose of selecting an arbitrator or to request in writing that the Iowa Public Employment Relations Board furnish a list of names of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name. After each party has eliminated the names of

three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

Section 5.3. The fees and expenses of the arbitrator will be shared equally between the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

Section 5.4. All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Section 5.5. The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement in writing of the aggrieved employee and Employer provided that the request for extension is made before the expiration of the original time limits.

ARTICLE 6 VISITATION AND STEWARDS

Section 6.1. The Business Representative(s) of the Union who has been previously identified by the Union to the Sheriff, after obtaining permission from the Sheriff or designated representative for each separate visit, will be permitted to visit the Sheriff's Department to ascertain that the Agreement is being complied with. Said Union representative(s) is not to interfere with the Employer's operation.

Section 6.2. The Union can select two (2) Stewards (one (1) Steward and one (1) alternate) for the bargaining unit.

ARTICLE 7 LEAVES OF ABSENCE

Section 7.1. Leaves of absence without pay, without fringe benefits, and without loss of seniority, may be granted at the sole discretion of the Employer. Any request for a time period in excess of one (1) day must be in writing, stating the reason(s) for a leave of absence at least five (5) working days before said leave would commence, and the Employer will respond in writing. Seniority is frozen after a leave of absence exceeds ninety (90) working days. Once the employee returns to work on a regular basis, seniority can then continue to accumulate.

Section 7.2. In the case of personal illness or personal injury, the employee shall, at the request of the Employer, furnish a medical doctor's statement attesting to said employee's physical condition and/or inability to work before said leave is granted. The Employer may also require a medical doctor's signed statement verifying that the employee is released to return to work and assume their regular job duties. A single illness or a personal injury leave of absence will not exceed eighteen (18) months.

Section 7.3. An employee granted a leave of absence shall not accrue retirement, earn vacation, or earn sick leave during the period of such leave, except as otherwise provided by state law.

Section 7.4. Upon return from leave of absence, the employee shall return to their former job, if available.

Section 7.5. If an employee desires their insurance coverage to continue during leave of absence, the employee shall pay the full premium on the first payday of each month for the applicable month's coverage.

Section 7.6. If the Employer requests that an Employee be seen by a doctor, the Employer will pay for the full cost of the initial doctor visit (excluding the cost of treatment) not covered by the group hospital and surgical insurance plan provided for under Article 15 of this Agreement. This provision shall not apply to a worker's compensation situation nor when the Employer requires a doctor's statement for verification of sick leave as provided for in Section 13.3.

Maternity Leave

Section 7.7. A regular full-time employee who becomes pregnant shall be eligible for unpaid maternity leave.

Section 7.8. Written application shall include a written statement from the employee's medical doctor indicating the approximate date of birth and the estimated length of time the employee may continue working without danger to her safety and health.

Section 7.9. Maternity leaves shall commence on the date the employee's medical doctor certifies in writing that the employee is no longer physically capable of performing the normal duties required, and shall terminate on the date the employee's medical doctor certifies in writing that the employee is physically capable of resuming her normal duties.

Section 7.10. While the Employer may rely upon the determination of the employee's medical doctor regarding the commencement and

termination of maternity leave of absence, it shall have the right to obtain a second opinion from another medical doctor, from which a final determination will be made. The cost of the second opinion shall be paid by the Employer.

Section 7.11. Before an employee is placed on approved unpaid leave, accumulated vacation leave may be used, upon request of the employee, in the event that accumulated sick leave is exhausted while incapacity exists due to pregnancy and delivery. Such vacation leave may be used until exhausted.

Section 7.12. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by accumulated sick leave or earned vacation before an employee is placed on unpaid leave.

Section 7.13. Upon returning from a maternity leave of absence, the employee shall return to their position, if available.

ARTICLE 8 COURT APPEARANCE

Section 8.1. Employees will be called upon to be available for depositions, a pre-trial conference, or a court appearance in connection with criminal or civil matters where they may be involved as the arresting officer or a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the employee.

Section 8.2. No employee is to appear unless subpoenaed or ordered by County Sheriff in writing, except for pre-trial conference with City or County Attorney or their assistants, but no subpoena is required for attendance at a suspension hearing scheduled by the Department of Transportation.

Section 8.3. An employee required to appear for any of the above on his/her off-duty hours will be paid for all hours spent with a minimum of two (2) hours at the rate of time and one-half (1 1/2) the employee's regular rate of pay; or compensatory time may be taken off regular duty time with approval of the Sheriff.

Section 8.4. Employees who use their personal vehicles for court appearances as set forth in this Article shall be compensated at the IRS-specified mileage reimbursement rate as in effect on July 1 of each year during the term of this Agreement, with a Three Dollar (\$3.00) minimum. Reimbursements will be made only for actual miles traveled pertaining to said court appearance. Employees will not be required to work any time that is not

required of them that is less than the two (2) hour court appearance provision.

Section 8.5. When an employee uses a personal vehicle to attend Employer approved schools or job related activities, the Employer will compensate the employee at the IRS-specified mileage reimbursement rate as in effect on July 1 of each year during the term of this Agreement. This does not include the normal day-to-day activity of driving to and from work.

Section 8.6. In connection with reimbursement for mileage as referred in Section 8.4 and Section 8.5 of the collective bargaining agreement, employees shall submit to the Sheriff, within one week, any mileage driven. The Sheriff shall keep a running total of all mileage submitted and when the reimbursable amount reaches \$25.00, the Sheriff shall submit the mileage for payment. All mileage outstanding at the end of the fiscal year shall be paid, regardless of the amount accumulated.

ARTICLE 9 DUES DEDUCTION

Section 9.1. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction, along with a list of current employees, indicating those for which dues have been deducted, by the fifteenth (15th) day of the succeeding month to the official designated by the Union, in writing, to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 10 SENIORITY

Section 10.1. Seniority means an employee's length of continuous service with the Employer since their last date of hire.

Section 10.2. A new employee shall serve a probationary period of six (6) months, and said period can be extended for up to an additional six (6) months. If a Detective or Patrol Deputy has not completed training as outlined in 341A.11 of the Code of Iowa, said probationary period will be one (1) year; otherwise, it will be six (6) months. If the probationary period is extended, the

Sheriff will notify the employee of the extension within ten (10) working days. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. The probationary period will not be extended for the sole purpose of denying contractual benefits. They may be terminated for any reason during the probationary period and under no circumstances can a probationary employee have recourse to the contractual grievance procedure.

Section 10.3. Probationary employees are not eligible for any fringe benefits, except life and health insurance coverage beginning the first day of the calendar month following the date of hire. Upon completion of the probationary period, an employee will be paid any holiday pay for which otherwise eligible under Section 16.1 with respect to the following holidays that may occur during the probationary period: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day.

Section 10.4. An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged and said discharge is not reversed through the grievance procedure.
- (c) Engaging in other work while on leave of absence.
- (d) Two (2) consecutive days of absence without notice and authorization to the Employer.
- (e) Failure to report for work at the end of leave of absence unless an emergency situation precludes returning to work.
- (f) Failure to report to work within five (5) working days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (g) Seniority rights will be terminated after a layoff or absence from work exceeds eighteen (18) months in duration. In the cases of employees who are on

Workers Compensation leave, each will be handled on an individual case basis.

Section 10.5. The Employer will be required to apply seniority as defined above only as specifically provided in this Agreement.

Section 10.6. The Employer will provide the Union with an updated seniority list whenever new hires, terminations, or classification changes occur. Said seniority list will show the employee's name, job classification, seniority and length of service seniority. If any employee has any objection(s) to this seniority list, they must be filed within thirty (30) days with the Sheriff. A copy of this list will be sent to the Local Union official on the date of posting at the Employer's premises.

Section 10.7. If an Employee in either the Deputy or Jailer status leaves the employment of Marshall County and is then rehired into the same status subsequent to July 1, 2003, the following applies in regard to considering the prior service in determining Wage Rate Progression as specified in Article 18 of this agreement. These guidelines do not apply in determining seniority for benefits. The seniority date for the determination of benefits on are hired employee is based on his/her latest employment date.

- (a) If the break in service between the date the Employee left the employment of the Employer, and the date he/she was rehired into the same classification by the Employer is less than one year, then the entire accumulated prior service of the Employee shall be immediately considered in determining where in the Wage Rate Progression specified in Section 18 the rehired Employee would be placed.
- (b) If the break in service between the date the Employee left the employment of the Employer, and the date he/she was rehired into the same classification by the Employer is more than one year, but less than the accumulated service in the same classification of the Employee prior to the initiation of the break in service, then the Employee shall enter the Wage Rate Progression specified in Section 18 as a new Employee. His/Her accumulated service in the same classification prior to the break in service would be considered in the Wage Rate Progression and he/she would be moved in the Wage Rate Progression accordingly on July 1 of the year following the date in which the Employee's service after the date of rehire exceeds the time of the break in service.

- (c) If the break in service between the date the Employee left the employment of the Employer, and the date he/she was rehired into the same classification by the Employer is more than one year, and is more than the accumulated service in the same classification of the Employee prior to the initiation of the break in service, then the prior service of the Employee will not be considered, and the Employee for purposes of the Wage Rate Progression will be considered as a new employee with no immediate or future consideration made for the prior service.

ARTICLE 11
LAYOFF

Section 11.1. The Union recognizes the right of the Employer to lay off or to reduce the hours of employment in accordance with the procedures set forth in this Section.

Section 11.2. Layoff Procedures. When a layoff occurs, the following general rules shall apply:

- (a) Layoff shall be by job classification.
- (b) Each employee affected by a reduction in force shall be notified in writing at least ten (10) working days prior to the effective date of the layoff unless budgetary limitations require a lesser period of time.
- (c) Employees in affected job classification shall be laid off in accordance with seniority. Layoff shall be by job classification seniority with the least senior employees within the classification affected being laid off first.

Employees will be recalled from layoff in the reverse order of layoff. The laid off employee must report in and fill the new position within five (5) days notice. In the event an employee is on layoff and a regular opening occurs in another job classification, the laid off employee will be offered the open position before a new employee is hired.

- (d) The employee that is being removed out of the job classification, instead of being laid off, may bump into a lower ranking job classification. He/she can bump the least senior employee in another job classification if they have more

seniority and are qualified to perform the duties in the different job classification. The employee will be paid the rate of the job classification which is new. If the employee desires to bump, he/she is to notify the Sheriff in writing within seven (7) calendar days after receiving notice that they were going to be removed from the job classification. (Training shall be according to Iowa law).

An employee who elects to bump, in lieu of layoff, shall have the right to reinstatement to the classification he/she formerly occupied, provided he/she meets the qualifications of the position, before any other person may be promoted to, or a new employee hired for, such classification by the Employer enforcing the layoff. Upon bumping, an employee shall retain his/her current rate of pay, except that if such rate of pay is higher than the highest rate currently paid for the classification to which the employee bumps, his/her pay shall be reduced to that rate of pay. Any employee laid off because of a reduction in force shall be offered a position in the classification from which he/she was laid off, provided he/she meets the minimum qualifications for the classification, before a new employee may be hired for such position by the Employer enforcing the layoff, if such opening becomes available within two (2) years of the date of such layoff because of a reduction in force.

Section 11.3. There are five (5) job classifications in the unit. By ranking, these are:

1. Detective/Investigator
2. Patrol Deputy
3. Civil Deputy
4. Jailer
5. Part-Time (Jailer)

ARTICLE 12 HOURS OF WORK AND OVERTIME/COMP TIME

Section 12.1. The purpose of this Article is not to be construed as a guarantee of hours of work or pay per day or hours of work or

pay per week. Determination of the daily and weekly hours of work shall be at the sole discretion of the Employer.

Section 12.2. The normal work week will consist of forty-two and one-half (42 1/2) hours, five (5) consecutive days on duty and two (2) consecutive days off duty. The normal workday shall consist of eight and one-half (8 1/2) hours. This pertains to the Civil Deputy, Patrol Deputy and Detective/Investigator department classifications.

Section 12.3. All time worked in excess of forty-two and one-half (42 1/2) hours for all Deputy and Investigator classifications will be paid at time and one-half (1 1/2) the employee's hourly rate or time and one-half (1 1/2) compensatory time.

Section 12.4. (a) The normal work week for the Jailer Department classification will be forty (40) hours, five (5) consecutive days on duty and two (2) consecutive days off duty. The normal work day shall consist of eight (8) hours.

(b) Alternatively, for some employees, the normal work week will be forty (40) hours, four (4) consecutive days on duty and three (3) consecutive days off duty. The normal work day in this case shall consist of ten (10) hours.

Section 12.5. All time worked in excess of forty (40) hours for the Jailer classification will be paid at time and one-half (1 1/2) the employee's hourly rate or time and one-half (1 1/2) compensatory rate.

Section 12.6. Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the Sheriff or his designated representative.

Section 12.7. Rotation of Overtime. When a need develops for a member of a particular classification to work overtime, the following criterion will be followed:

- A. It shall be determined exactly what work is needed.
- B. If it is felt that a specialized Officer is needed, then the appropriate person will be called.
- C. If the necessary work is an extension of a particular Officer's current workday, then that Officer shall be allowed to continue his/her involvement until it is determined that said case can be set aside until the next working day.
- D. All overtime that is directly related to the jail shall be worked by Officers who are assigned to the

jail. The only exception to this would occur when it is determined that an armed guard is necessary while watching a prisoner. At that time, a Deputy will be assigned to handle the duties at hand.

- E. All overtime that is directly related to the normal duties of a Deputy shall be worked by an Officer who is assigned to the position of Deputy.
- F. If the necessary work is determined not to be of the specialized nature, then a call-out list shall be established in each particular classification. This call-out list shall show each employee and the accumulated amount of call-out overtime they have received. Rotation shall begin by calling the employee with the least amount of accumulated overtime. If that employee is not reached after one call, then the next person shall be called until one is contacted. Order of rotation is determined by the amount of accumulated call-out overtime the employee has received. The order shall follow from the least amount to the greatest amount accumulated. Should an employee turn down an opportunity to work, that employee will have the total number of hours worked added to their accumulated total. Employees who are on an approved leave at the time of call-out shall be passed over and retain their position in the order of rotation. The list shall be re-established on January 1 or each year by seniority. Patrol Deputy, Civil Deputy and Detective/Investigator will be on one seniority list. Jailer will be on another seniority list. New employees added to the rotation of overtime list after January 1st shall be charged with a starting balance, at the time such employee becomes available for overtime rotation, equal to the number of hours of overtime accumulated at that point in time by the most senior employee. At no time are the hours constituting such starting balance to be considered as hours worked in the calculation of overtime pay.
- G. In cases of overtime in the Jail, it shall be standard procedure for the full-time Jailer to be offered the overtime. For situations involving sick leave, vacation, comp time or any other approved leave, the part-time Jailer will be contacted. This is only until that part-time employee has obtained work of forty (40) hours in that particular workweek. Should the part-time Jailer have his/her forty (40) hours in, then the rotation

shall begin through the full-time staff, picking up where the last full-time employee was called. At all times, the part-time employees must work their assigned hours.

- H. At no time shall an employee be requested to work more than a double shift without one normal shift off for rest purposes. This can be waived by the Sheriff should emergency situations occur. If an employee falls into this situation, then the next appropriate employee should be called.
- I. The Sheriff or First Deputy reserve the right to work any overtime situation. The Chief Jailer shall have the right to work any overtime situation in the jail.

Section 12.8. The following paid time shall count as time worked for the computation of overtime: funeral leave, vacation, holiday, Union business, and compensatory time.

Section 12.9. Full-time employees can build up to eighty (80) hours for Jailer classification and eighty five (85) hours for Deputies and Investigative Detective classifications in a compensatory time bank which can be used with days off or vacation. An employee is to give the Sheriff a minimum of forty-eight (48) hours advance notice prior to taking the compensatory time off work. Before any comp time can be taken off work, it must have been approved by the Sheriff.

Section 12.10. Shift Preference. On or before December 1 of each year, the employer shall post a complete list of all shifts for bid. That list shall show the hours of work and days off for each shift. Employees may bid shift preference by seniority with the most senior employee having his/her choice of shift assignments. Deadline for shift bidding will be fourteen days following the date of the posting. The employer will post a list of shift assignments according to the bidding process within 48 hours following the deadline for submission of bids. These shifts will go into effect at the beginning of the first new pay period of January. Notwithstanding the foregoing, the Sheriff may designate the shift assignments for Deputy Sheriffs or Jailers if the experienced officers have all bid for the same shift.

Section 12.11. Special Deputies and Sheriff's reserves will not be used to deprive regular Deputies of any departmental work opportunities.

Section 12.12. No employee shall accept outside employment which is in conflict with his or her position. No employee shall work such hours per week or engage in such physical employment which

will hinder the performance of his or her position in the department.

Section 12.13. Time worked or spent in regard to extra work shall not be used in the computation of time worked for overtime pay at any time, with regard to pay being received from the County of Marshall.

Section 12.14. Employees called back to work outside their regular shift shall not receive less than two (2) hours pay at time and one-half (1 1/2).

Section 12.15. When an employee requests compensatory time, seven (7) or more days in advance, an answer will be given granting or denying time off within forty-eight (48) hours of the Sheriff's receipt of said request. Those requests for comp time that the Employer receives in less than seven (7) days notification, the employee shall receive notification granting or denying time off within twenty-four (24) hours of the Sheriff's receipt of said request.

Section 12.16. An employee who works a shift during the time changes, regarding daylight savings time and standard time, and the person's scheduled shift would then consist of either an extra hour or an hour less than normally scheduled, the following will apply: when an employee works a shift longer than normally scheduled due to the time change, that employee will be paid for the extra time worked at a rate of one and one-half (1 1/2) the normal rate of pay. When an employee works a shift that would be shorter than normally scheduled due to the time change, the employee will remain at work at the end of his/her shift until they have completed the total amount of scheduled time.

ARTICLE 13 SICK LEAVE/FUNERAL LEAVE

Section 13.1. Each full-time regular employee shall earn sick leave at the rate of thirteen and one-half (13 1/2) hours each month of continuous employment. Maximum accumulation shall be two thousand forty (2040) hours. An employee must work ten (10) or more days in a month to earn said sick leave with vacation time counting toward this ten (10) day requirement.

Section 13.2. Sick leave can be taken in no less than one-half (1/2) day increments. In no event can an employee report for

work, leave work on sick leave, and return to work on the same workday.

Section 13.3. The Employer can require a medical doctor's statement any time to verify sick leave prior to making payment.

Section 13.4. Sick leave can be used for employees off-the-job personal illness, injury or funeral leave. Except that an employee injured on the job covered by Workers Compensation insurance paid for by the Employer will be compensated for the difference between the sick leave wage rate and the amount paid by Workers Compensation until the employee's accumulated sick leave is consumed. Said accumulated sick leave will be reduced in accordance with the hours used to the nearest hour.

Section 13.5. Sick leave time does not count as time worked toward the computation of overtime.

Section 13.6. Any unused sick leave will be forfeited on the date of resignation or dismissal unless as follows:

- a. When an employee has severed the employment relationship due to retirement, permanent medical disability, or death (paid to estate), fifty percent (50%) of the employee's accumulated sick leave at the time of severance shall be paid.
- b. A member of the Iowa Public Employees Retirement System (IPERS) employed as a Sheriff or Deputy Sheriff retiring on or after July 1, 1988 may elect to retire under a formula based upon twenty-two (22) years of membership service as a peace officer and age fifty-one (51) effective July 1, 2007 and age fifty (50) effective July 1, 2008, as the normal retirement age. Service as a Marshall or Police Officer in an Iowa city with a population under 8,000 may also be counted toward years of membership service.
- c. All other employees, Jailers, i.e., fall under the civil guidelines of IPERS for retirement purposes.

Section 13.7. Medical doctor appointments, dental appointments and vision appointments cannot be taken off work out of paid sick leave. However, up to sixteen (16) hours per year of paid sick leave may be taken for such appointments, provided such appointments cannot be scheduled outside an employee's regularly scheduled hours of work. Said sixteen (16) hours counts as time worked toward the computation of overtime when notification has been given to the Sheriff at least forty-eight (48) hours prior to said appointment.

Section 13.8. When an employee's immediate family (those people residing in the employee's immediate household) suffers a serious illness which requires the employee to be absent, the absence must be substantiated by a medical doctor's statement of need. Said absence is not to exceed two (2) days per occurrence, and may be paid out of earned sick leave. The Marshall County Family & Medical Leave Policy, a copy of which is attached hereto as Exhibit A, shall apply in the implementation of the federal Family & Medical Leave Act. The employee may designate which form of paid leave is to be applied in substituting paid leave for FMLA-approved leave under Section A of Leave Provisions in Exhibit A.

Section 13.9. Funeral Leave. Each regular full-time employee shall, after three (3) months of continuous employment, be eligible for a paid leave of absence of up to three (3) days after a death in the employee's current immediate family. Said days must be taken in conjunction with the day of the funeral. Current immediately family shall be defined as the employee's parents, spouse, child, stepchild, brother, sister, mother-in-law, and father-in-law. A paid leave of absence of up to one (1) day (day of the funeral) shall be allowed for the following death: employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, aunt and uncle. Only days absent which would have been compensable workdays will be paid for. No payment will be made during vacations, holidays, layoffs, or other leaves of absence. Payment shall be made on the basis of the scheduled workday missed. Employee must attend the funeral in order to qualify for funeral pay. The Sheriff may, at his discretion, grant additional days off work, with or without pay, under unique circumstances. Said funeral leave shall be taken out of the employee's accumulated sick leave account.

A regular full-time employee that travels 300 miles or more one way to a funeral for a relative mentioned in this Article, or to serve as a pallbearer, that employee may be granted two (2) extra days leave to attend the funeral. These extra two (2) days will be charged against the employee's earned accumulated sick leave.

Section 13.10. Sick Leave Conversion. Effective July 1, 2007, a sick leave conversion account shall be established for any employee who has accumulated a maximum of 2040 hours of sick leave. The conversion account is then credited for hours of sick leave earned by such employee in accordance with Section 13.1 above whenever the number of accumulated sick leave hours in the employee's regular sick leave account exceeds 2040 hours. Sick leave shall be charged first against the employee's regular sick leave account and that account will be replenished with subsequently earned sick leave hours until a maximum of 2040 hours is again accumulated in the account. For every even increment of 80 hours of sick leave accumulated in the conversion

account, an employee shall be entitled to one day of paid vacation. Such day of paid vacation shall be treated as any other day of vacation entitlement under Article 17 of this Agreement, including, without limitation, the scheduling of any time off with respect thereto.

ARTICLE 14 JURY DUTY

Section 14.1. An employee required to serve as a juror shall receive his/her regular wages, less any compensation received as a juror. Verification of jury service can be required from the Clerk of Court. The employee shall report for work if released from jury duty by 12:00 Noon of any workday.

ARTICLE 15 INSURANCE

Section 15.1. Health Insurance.

- (a) During the term of this Agreement, the group hospital, surgical and drug insurance plan for regular full-time employees covered by the Agreement shall be the standardized Medical/Rx health insurance plan in place for all Marshall County employees, a summary description of which is attached to this Agreement as Exhibit B. Effective 07/01/2005, the Employer will pay the full cost of the single policy. If the employee wishes to cover one dependent, the employee will contribute \$85.00 per month and the Employer will pay the rest of the cost. If the employee wishes to cover two or more dependents, the employee will contribute \$135.00 per month and the Employer will pay the rest of the cost.
- (b) In the case of a permanent part-time employee, the Employer will provide the same option and benefits as described in the preceding subparagraph for regular full-time employees, except that the cost of family coverage for such part-time employee in excess of the cost of the single policy, shall be paid entirely by the part-time employee and no part of the same shall be assumed by the Employer.
- (c) Except as provided in subparagraph (e) below, the above-identified plan will be the only plan available to the employees covered by this Agreement and the Employer shall have no responsibility of any kind (other than the contribution of premium amounts set forth above) with respect to said insurance plan,

either as to the nature and extent of the benefit provided, premiums, claims, deductibles, co-insurance amounts, membership fees, administrative fees, claims processing or any other aspect of the group insurance plan.

- (d) Employees who are covered by the group hospital, surgical and drug insurance plan at the time of retirement and who retire from active service with the Employer after satisfying IPERS requirements for early retirement may continue such group insurance coverage at the retired employee's sole expense until reaching 65 years of age.
- (e) Employees shall have the right to elect to participate, during the term of this Agreement, at their sole cost and expense, in any dental insurance plan that may be in effect during the same period of time with respect to other employees of Marshall County.

Section 15.2. Life, Accidental Death and Dismemberment Insurance. The Employer will also purchase a \$50,000 Life Insurance policy, including a \$50,000 Accidental Death and Dismemberment policy, for each full-time employee. The policy will provide twenty-four (24) hour coverage, including occupational coverage.

Section 15.3. Employee Assistance Plan. The Employer will provide an Employee Assistance Plan to the employees and their dependents at no cost to the employee.

Section 15.4. Long-Term Disability Benefit. The Employer will provide a Long-Term Disability benefit beginning the 25th week on continuous disability at no cost to the employee.

Section 15.5. For all insurance coverages, the Employer reserves the right to select the carriers and maintain substantially comparable coverage levels.

Section 15.6. If off work due to personal injury or illness, the Employer will continue to pay the single coverage monthly premium and the agreed upon Employer family coverage premium contribution percentage until the employee's sick leave is exhausted.

Section 15.7. The Employer will pay the single coverage monthly premium for an employee off work on Workers Compensation for up to six (6) months.

Section 15.8. In the event an employee covered by the County Health Insurance family plan loses his/her life in the line of duty, the Employer will pay 100% of the County dependent health insurance premium for the next six (6) months.

ARTICLE 16 HOLIDAYS

Section 16.1. All employees except probationary, seasonal and part-time, are eligible for the following recognized paid holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day. In addition to the above-mentioned recognized holidays, eligible employees shall be allowed two (2) floating holidays per fiscal year, to be taken at the employee's discretion. The employee will request the day to be taken as a floating holiday; however, this is subject to the approval of the Sheriff. The employee's birthday will also be a paid floating holiday, to be taken off work in the same manner as other floating holidays.

Section 16.2. The regular full-time eligible employees shall be paid their normal scheduled rate for each holiday set forth above occurring during the period in which he/she is actively at work.

Section 16.3. An employee who works on one of the paid holidays mentioned above will be compensated at the rate of one and one-half (1 1/2) times their regular pay. In addition, they will receive either a day off or an additional day's pay at regular time. The holiday pay may be taken as compensatory time or paid as time and one-half (1 1/2) pay as determined by the employee.

Section 16.4. To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. If an employee is absent only the last scheduled day before or the first scheduled day after the holiday as a result of personal illness substantiated by a medical doctor's written statement or on-the-job injury or Employer excused absence, the employee shall be considered as having met these requirements. Any employee on leave of absence or layoff is not eligible for holiday pay.

Section 16.5. Should a recognized paid holiday fall during an employee's approved vacation time off period, the employee will be permitted to take another day off work in the future at a time mutually agreed between the Employer and employee.

Section 16.6. The Sheriff will give forty-eight (48) hours advance notice to employees who were scheduled to work on a holiday, that they will not be needed to work.

ARTICLE 17
VACATIONS

Section 17.1. Employees entitled to not more than ten (10) days of paid vacation per year under Section 17.6 may take vacation time off in not less than daily increments. In the case of all other employees, one (1) week of earned vacation must be taken off in five (5) consecutive days at a time and any earned vacation in excess of one (1) week shall be taken in not less than daily increments. All requests for vacation time off work must be given to the Sheriff and are subject to the Sheriff's approval.

Section 17.2. Employees who are discharged for cause or employees who quit without a minimum of one (1) week advance notice to the Employer shall forfeit vacation pay.

Section 17.3. When an employee retires, he/she shall be entitled to his/her earned vacation pay. In the case of a death of an employee, any earned but unused vacation shall be paid to the beneficiaries of the estate.

Section 17.4. Vacation time preference shall be based on seniority, provided such requests are made at least sixty (60) days in advance and with the following limitations: only two (2) employees from each classification may be on vacation at any one time.

Section 17.5. No more than three (3) Deputies and no more than four (4) Jailers may be gone at the same time, whether for vacation or compensatory time off, unless otherwise authorized by the Sheriff.

Section 17.6. Regular full-time employees shall be entitled to a paid vacation on the following basis:

After one (1) full year of employment, ten (10) days per year;

After seven (7) full years of employment, fifteen (15) days per year;

After fifteen (15) full years of employment, eighteen (18) days per year;

After twenty (20) full years of employment, twenty (20) days per year.

After twenty-five (25) full years of employment, twenty-five (25) days per year.

Vacation will be taken during the year after it is earned.

Section 17.7. Vacation will be paid for on the basis of the normal workweek.

Section 17.8. Part-time employees vacation shall be computed on a pro rata hourly basis per the current County policy.

ARTICLE 18
CLASSIFICATIONS AND WAGE RATES

<u>Department Classification</u>	<u>Hourly Rate Effective</u>	
	<u>7-1-07</u>	<u>7-1-08</u>
<u>Jailers</u>		
Start	14.43	14.94
Beginning 2nd	15.07	15.60
4th	16.05	16.61
6th	16.26	16.83
8th	18.24	18.88
Part-Time	12.25	12.68
<u>Transportation/Civil</u>		
Start	15.39	15.93
Beginning 2nd	16.18	16.75
4th	17.29	17.90
6th	19.12	19.79
8th	21.70	22.46
<u>Deputy</u>		
Start	16.68	17.26
Beginning 2nd	18.22	18.86
4th	19.32	20.00
6th	20.74	21.47
8th	21.70	22.46
<u>Detective</u>		
Rate	23.36	24.18

Shift differentials shall be paid as follows to Jailers and Deputies:

Jailers: All jailers who are permanently and regularly assigned to work a full shift during the period 1500 hours - 0800 hours shall receive a shift differential of 20¢ per hour for all hours worked during such period. The intent of this provision can be illustrated by the following:

Male Jailers: 12 midnight - 8:00 a.m. - 20¢ premium
 8:00 a.m. - 4:00 p.m. - No premium
 4:00 p.m. - 12 midnight - 20¢ premium

one (1) holster fitted to the weapon carried by
Officer at time of hiring (basketweave)
one (1) double handcuff case (basketweave)
one (1) flashlight holder (basketweave)
one (1) PR - 24 holder
one (1) ammunition holder (basketweave) may be Mag.
holder or speed loader pouch
two (2) sets of handcuffs
one (1) pair of dress shoes
one (1) pair of uniform boot (may be Eliminator or
Western style)
one (1) summer coat
one (1) winter coat or jacket
one (1) heavy winter parka and bibs
one (1) felt hat (with acorns and strap)
one (1) straw hat (with acorns and strap)
one (1) winter fur cap
one (1) bullet proof vest (as chosen by Sheriff)
(Employer pays full cost for employees newly-hired on
or after July 1, 1998)
four (4) summer uniform shirts
four (4) winter uniform shirts
four (4) pairs of uniform pants
two (2) ties
one (1) sweater
one (1) pair gloves
one (1) Deputy badge set; two (2) breast badges;
one (1) hat badge; one (1) I.D. holder with badge
and I.D. card; one (1) set of collar insignias;
two (2) name plates with "serving since"
one thousand (1,000) business cards
one (1) rain outfit (coat and hat cover)

Full-Time Jailer:

four (4) summer uniform shirts
four (4) winter uniform shirts
four (4) pairs of uniform pants
one (1) summer coat
one (1) winter coat or jacket
one (1) pair of uniform boots or shoes
two (2) ties
one (1) Jailer badge set; two (2) breast badges;
one (1) set of collar insignias; one (1) name
plate with "serving since"
one (1) leather belt (basketweave)
one (1) sweater

Part-Time Jailer:

four (4) uniform shirts (may be any combination of
summer or winter style)
four (4) pairs of uniform pants

one (1) winter coat or jacket
one (1) pair of uniform boots or shoes
one (1) tie
one (1) leather belt (basketweave)
one (1) Jailer badge set; two (2) breast badges;
one (1) set of collar insignias

All equipment and clothing is subject to the Sheriff's approval.

The above listed clothing is a list of items to be issued to any newly hired employee. All uniform items are subject to the Iowa State Sheriffs' Association specifications. All current employees will be considered to have adequate clothing for exchange purposes. Only the following items will be purchased for all those who would receive them as standard issue: business cards and Jailer badge set.

All property listed above is replaced on an exchange basis. It will be at the Sheriff's discretion as to the condition of old item needing replacement. All items purchased for employee must be turned in at end of employment.

Section 19.2. Reimbursable Travel Expenses. While traveling outside the County on County business, an employee will be reimbursed for reasonable expenses as determined by a department-wide policy established by the Sheriff. Expenses for which reimbursement shall be provided are those for meals, lodging and other related subsistence expenses. Receipts to verify expenditures shall be presented to the Sheriff.

Section 19.3. Discipline. The Union recognizes the right of the Employer to discipline employees for "just cause." An employee who alleges that such action was not based upon just cause may appeal the Employer's action through the grievance procedure set forth in Article 5 of this Agreement. The Employer will follow the concept of progressive discipline whenever applicable. Upon request, bargaining unit employees shall be entitled to Union representation at any meetings with management where disciplinary action is being contemplated.

Section 19.4. Notwithstanding the above paragraph, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

Section 19.5. The Union Business Representative shall receive written notice of any disciplinary action or measure imposed upon

an employee within three (3) working days of the time such action was taken.

Section 19.6. Transfers. Whenever a regular full-time vacancy or an open shift occurs, the Employer will post the vacant position for a period of three (3) calendar days. The posting shall indicate the shift assignment and/or work schedule for the vacant position.

Section 19.7. Interested employees who desire to transfer to another position within the same classification or to a classification within the same pay range may bid on the vacant position. The Employer shall select the most senior employee, provided the senior employee possesses the skills and ability to perform the duties of the vacant position.

Section 19.8. For the purposes of this Article, a permanent vacancy is created:

1. When the Employer has approval to increase the work force and decides to fill the new positions;
2. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: termination, promotion, or demotion.
3. When the Employer decides to fill the vacant position, it shall be filled within thirty (30) calendar days if at all possible.

Section 19.9. Nothing in this Article shall be construed to include any aspect of the promotion process. Promotions are defined as movement to a classification or position in a higher salary range.

Section 19.10. A Deputy Sheriff may transfer into an open Jailer position, his/her length of service seniority remains unchanged for contractual fringe benefits computation. For job bidding and layoff purposes, he/she will have job classification seniority starting the date he/she transferred into an open Jailer position. The Jailer hourly wage rate would apply.

Section 19.11. Work Rules. The Employer reserves the right to establish reasonable work rules or to change existing rules. Work rules are defined as "rules promulgated by the Employer which regulate the personal conduct of employees."

Section 19.12. Newly established work rules will be posted for a period of seven (7) calendar days prior to implementation. The Employer agrees that all work rules will be uniformly applied.

Section 19.13. The reasonableness of work rules may be grieved through the grievance procedure set forth in Article 5 of this Agreement.

Section 19.14. Patrol Cars. The parties, Marshall County Sheriff's Department and Teamsters Local 238, agree that Civil and Detective/Investigator, Patrol Deputies can take a Sheriff's Department patrol car home if the Deputy lives in Marshall County. Deputies shall advise/report on/off duty as necessary by telephone or radio. If at any time, there becomes a shortage of vehicles due to availability, the Sheriff has the discretion to assign vehicles.

ARTICLE 20 ENTIRE AGREEMENT AND WAIVER CLAUSE

Section 20.1. This Agreement supersedes and cancels all previous agreements and practices between the Employer and a unit employee(s) and/or the Union, unless expressly stated to the contrary herein, and together with any mutually agreed to amendments supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during its term.

Section 20.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement during its term.

Section 20.3. This Article is not intended to prohibit discussions between the Sheriff and employees in regard to existing practices.

ARTICLE 21 DURATION

Section 21.1. THIS AGREEMENT shall be effective on July 1, 2007 and shall continue in full force and effect until June 30, 2009. Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party by November 1, 2008. This Agreement will remain in effect from year

to year after the expiration date if such written notice is not received. Any written notice(s) to the Employer are to be served on the Board of Supervisors.

Section 21.2. Any notification required to be served under this Section shall be completed as follows:

All notices to the Employer shall be sent by certified mail to both the Sheriff and the Board of Supervisors of Marshall County.

All notices to the employees shall be sent by certified mail to the designated Union Representative of the Chauffeurs, Teamsters and Helpers Local Union 238.

Signed this 15th day of May, 2007.

EMPLOYER

MARSHALL COUNTY SHERIFF'S
DEPARTMENT
Marshall County, Iowa 50158

By [Signature]
Sheriff

By [Signature]
Chairperson, County
Board of Supervisors

By [Signature]
Vice Chairperson, County
Board of Supervisors

By [Signature]
Member, County
Board of Supervisors

UNION

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL NO. 238, affiliated with
the INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

By _____
Business Representative

By _____
Business Representative

By [Signature]
Negotiating Committee

By [Signature]
Negotiating Committee

By [Signature]
Negotiating Committee

By [Signature]
Negotiating Committee

By _____
Negotiating Committee

5.5 FAMILY/ MEDICAL LEAVE POLICY

In accordance with the federal Family and Medical Leave Act (FMLA), effective April 6, 1993, Marshall County will grant job protected unpaid family and medical leave to eligible employees for up to 12 weeks per 12-month period for any one or more of the following reasons:

- A. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care; or
- B. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

Eligibility

To be eligible for Family/Medical Leave an employee must have at least twelve months of service, which does not have to be consecutive, and have worked at least 1250 hours over the preceding 12 months. Employees applying for and granted a family leave of absence are required to meet notification and documentation requirements as outlined further in this policy. Failure to meet these requirements may result in the denial or revocation of a family leave.

Definitions

- A. 12-Month Period - shall be based on a rolling 12-month period measured backward from the date an employee uses any Family/Medical Leave. (example: If an employee takes 4 weeks of Family/Medical Leave on May 1, 1994 and 8 weeks of Family/Medical Leave in August 1, 1994, the employee will not be eligible for Family/Medical Leave again until May 1, 1995 at which time he/she will have four weeks. On August 1, 1995 the employee will have an additional 8 weeks. In essence, 12 months from the date an employee takes any amount of Family/Medical Leave the employee will accrue the same amount of leave as was taken.)
- B. Spouse - means a husband or wife as defined or recognized by the State of Iowa.
- C. Child - means a child either under 18 years of age, or 18 years of age or older who is incapable of self care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.
- D. Parent - means the mother or father of an employee, or an adult who had day to day responsibility for caring for the employee during his/her childhood years in place of the natural parents.

A

E. Serious Health Condition - means an illness, injury, impairment, or a physical or mental condition that involves:

1. Inpatient care; or
2. Any period of incapacity requiring absence from work for more than three calendar days AND that involves continuing treatment by a health care provider; or
3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or
4. Prenatal care by a health care provider.

F. Health Care Provider - means any doctor of medicine or osteopathy authorized to practice medicine by the state.

1. This includes podiatrists, dentists, psychologists, optometrists, chiropractors, and
2. Any other person determined by the Secretary of Labor to be capable of providing health care services.

Leave Provisions

A. Substitution of Paid Leave

The County will require the employee to substitute any unused, accrued leave for FMLA approved leave as follows:

1. Vacation, personal, family sick leave, or compensatory time leave for any portion of the twelve (12) week leave for birth, adoption, foster placement or to care for a child, spouse, or parent with a serious health condition; or
2. Vacation, personal, compensatory time, or sick leave for any portion of the twelve (12) week leave for leave to care for employee's own serious health condition.

When an employee has used all accrued paid leave for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 12 weeks.

B. Leave for Birth or Placement of a Child

1. For the purposes of care for a new born child or a newly placed adopted or foster care child leave must be taken before the end of the first 12 months following the date of birth or placement.
2. An expectant mother may take medical leave upon the birth of the child, or prior to the birth of her child for necessary medical care and if her condition renders her unable to work. Similarly for adoption or foster care, leave may be taken upon the placement of the child or leave may begin prior to the placement if absence from work is required for the placement to proceed.

C. Intermittent or Reduced Leave

1. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary". Medically necessary means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

E. Serious Health Condition - means an illness, injury, impairment, or a physical or mental condition that involves:

1. Inpatient care; or
2. Any period of incapacity requiring absence from work for more than three calendar days AND that involves continuing treatment by a health care provider; or
3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or
4. Prenatal care by a health care provider.

F. Health Care Provider - means any doctor of medicine or osteopathy authorized to practice medicine by the state.

1. This includes podiatrists, dentists, psychologists, optometrists, chiropractors, and
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1. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary". Medically necessary means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

2. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatment(s) so as not to unduly disrupt the county's operations. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the department head's consent.
3. Intermittent or reduced leave may be spread over a period of time longer than 12 weeks, but will not exceed the equivalent of 12 work weeks total leave in a one 12-month period.

D. Married Employees

If both spouses work for the county, their total leave in any 12-month period is limited to an aggregate of 12 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child.

Notice Requirement

- A. An employee is required to give 30 days written notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form should be completed by the employee and returned to the department head.
- B. In unexpected or unforeseen situations, an employee should provide as much notice as practicable. Notice can be given in person, by telephone, fax, telegraph or by a representative of the employee, such as a relative or friend. Written notice shall be provided as soon as practicable once there is no longer an emergency situation.
- C. The employee is required to provide notice and further information as requested by the County for determining eligibility for FMLD and/or utilizing paid leave.

Medical Certification

An employee requesting Family/Medical Leave must provide a certificate of a doctor or practitioner at the time of request or within fifteen (15) days from the time the request is made. A "Physician Certification Form" is available from the employee's department head or the County Auditor's office. The county may also require a second or third opinion (at county expense). Periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work shall be required.

Effect on Benefits

- A. Taking Family/Medical Leave will not result in the loss of any employee benefit accrued prior to the date on which the leave began. Vacation, seniority and other accrued benefits will not accrue during any unpaid leave.
- B. An employee on a Family/Medical Leave may remain a participant in the county's employee health insurance plan throughout the duration of the leave, as if actively employed. She/he will be required to pay the same cost of coverage as if actively at work.
- C. Employee contributions will be required either through payroll deduction or by direct payment to the County Auditor. The employee will be informed of the amount and method of payment at the beginning of the leave. Loss of insurance coverage will result if the premium amount is paid more than 30 days late.
- D. If the employee misses a premium payment and the county pays the employee's contribution, the employee will be required to reimburse the county for delinquent payment upon return from leave.
- E. If an employee fails to return to work after Family/Medical leave has been exhausted he/she will be responsible for the health care premiums paid by Marshall County while the employee was on leave, unless:
 1. The employee fails to return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under Family/Medical Leave. Such condition shall be certified by the health care practitioner within 30 days of employee's failure.

Employee fails to return because of other circumstances beyond the employee's control.

Return to work

- A. A fitness-for-duty report, from the health care practitioner, is required before the employee will be returned to his/her position for leave taken because of employee's own serious health condition.
- B. An employee returning from leave taken under this policy is entitled to return to the position held when the leave began, if that position is vacant. If the position is not vacant, the employee will be returned to an equivalent position with equivalent benefits, pay and other conditions.
- C. Certain highly compensated key employees, who are salaried and among the 10% highest paid employees, may be denied restoration. Restoration may be denied if:
 - 1. The county shows that denial is necessary to prevent substantial and grievous economic injury to the county's operations.
 - 2. The county notifies the employee that it intends to deny restoration at the time the county determines that such injury would occur.
 - 3. In any case where leave has commenced, the employee elects not to return to work within a reasonable period of time after receiving such notice.
- D. An employee may request to return to work prior to the agreed date by providing reasonable notice (generally two business days) to the County with a medical certification/fitness for duty.

Definition and Interpretation

- A. Definitions, explanations, and interpretations of the terminology and application of the policy will be consistent with definitions, explanations, and interpretations of the FLMA as published in the Federal Register on January 6, 1995.

MARSHALL COUNTY BENEFIT SUMMARY

Administered by First Administrators, Inc.

MEDICAL BENEFITS	PPO PAYS	NON- PPO PAYS	GENERAL PLAN LIMITS
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SelectFirstSM
Effective Date: July 1, 2006

MEDICAL BENEFITS	PATIENT'S LIABILITY		GENERAL PLAN LIMITS
	PPO	NON- PPO	
Medical Deductible: (per calendar year) - Individual - Family	\$500 \$1,000	\$1,000 \$2,000	Fourth quarter carryover deductible applies. Common Accident deductible waiver applies. The PPO and Non-PPO deductibles are mutually satisfying. <u>Deductible and coinsurance will apply to all benefits, unless indicated otherwise.</u>
Out-of-Pocket Maximums: (per calendar year) - Individual - Family	\$1,250 \$2,500	\$2,500 \$5,000	Includes: calendar year deductibles and coinsurance. Excludes: PPO office visit co-pays, prescription drug co-pays, pre-certification penalties, excluded services, hospital preadmission certification penalty co-pays, charges in excess of plan maximums, infertility related charges and maximum allowable fee reductions. The PPO and Non-PPO out of pockets are mutually satisfying.
PPO Office Visit Co-pay	\$20 per visit	N/A	Deductible waived for PPO Office visit. Limited to one co-pay per visit.

This Plan utilizes a Preferred Provider Organization (PPO) offering discounts for using preferred providers. If the participant utilizes an In-Network provider for eligible services, he/she will receive the PPO benefit. In order to receive the PPO discount, the services the participant receives must be provided by a PPO provider. Services received from Non-PPO providers will be paid at the Non-PPO level with the exception of the following:

- Emergency care when an In-Network provider is not available.
- Services for persons traveling out of area for reason other than medical care (vacation).
- Ancillary services when the primary service is provided by a PPO provider.
- Services for dependents residing out of network due to a divorce, separation or as a college student.

Utilization Review: The Utilization Review program includes Preadmission Certification and Case Management.
Preadmission Certification: Failure to comply with the Hospital Preadmission Certification provision will result in a maximum penalty of \$500. Pre-certification must take place no later than 24 hours, prior to the admission or, in the case of an emergency admission, within two working days. Penalties will not apply to out-of-pocket maximums or to the annual deductible.

MEDICAL BENEFITS	PPO PAYS	NON- PPO PAYS	GENERAL PLAN LIMITS
Alcohol/Chemical Dependency Benefits - Inpatient - Outpatient	80% 80%	60% 60%	\$500 Pre-certification penalty for non-compliance. Limited to semi-private room rate. Limited to 30 days maximum per calendar year, per participant. (Calendar day limit maximums combined with Mental/Nervous Inpatient Limits). Limited to 30 visits per calendar year, per participant. (Visit limits maximums combined with Mental/Nervous Outpatient limits).
Ambulance Benefit	80%	60%	Local air and ground transportation only.
Ambulatory/Outpatient Surgical Facility	80%	60%	
Anesthesia - Inpatient - Outpatient	80% 80%	60% 60%	
Biologically Based Mental Illness - Inpatient - Outpatient - Office	80% 80% 100%*	60% 60% 60%	Limited to 30 days per calendar year. \$500 pre-certification penalty for non-compliance. Limited to 52 visits per calendar year. Outpatient and Office limit combined. *Subject to one \$20 PPO Office Visit Co-pay per visit. Deductible waived for PPO benefit.
Birthing Center Care	80%	60%	
Durable Medical Equipment/Prosthetics	80%	60%	Rental not to exceed the purchase price.
Emergency Room Benefits	80%	60%	
Home Health Care Services	80%	60%	

EXHIBIT B

Hospice/Respite Care Benefits			
-Inpatient	80%	60%	Limited to 15 days per lifetime.
-Outpatient	80%	60%	Limited to 15 days per lifetime.
Hospital Benefits			
-Inpatient	80%	60%	\$500 Pre-certification penalty for non-compliance. Limited to the semi-private room rate for the level of care the patient is receiving.
-Outpatient	80%	60%	
Infertility Benefit	80%	60%	\$15,000 lifetime maximum
Maternity Expense Benefits	80%	60%	Payable for all female participants.
Medical Supplies	80%	60%	
Mental/Nervous Disorders			
-Inpatient	80%	60%	\$500 Pre-certification penalty for non-compliance. Limited to semi-private room rate. Limited to 30 days maximum per calendar year, per participant. (Calendar day limit maximums combined with Alcohol/Chemical Dependency Inpatient limits).
-Outpatient	80%	60%	Limited to 30 visits per calendar year, per participant. (Visit limits maximums combined with Alcohol/Chemical Dependency Outpatient limits)
Newborn Care			
-Inpatient	80%	60%	Well Newborn charges payable under mother's charges.
-Inpatient Newborn Physician Visit	80%	60%	Deductible waived.
Occupational Therapy	80%	60%	
Organ Transplant Benefits	80%	60%	Prior approval is required. Limited to \$20,000 per transplant.
-Procurement	80%	60%	Limited to \$10,000 transportation per transplant.
-Ambulance Transportation	80%	60%	
Physical Therapy	80%	60%	
Physician Services			
-Inpatient and Outpatient	80%	60%	
-Emergency	80%	60%	
Physician Office Services			Subject to one \$20 PPO Office Visit Co-pay per visit. Deductible waived for PPO benefit.
-Office Visits	100%	60%	
-Minor Office Surgery	100%	60%	
-Diagnostic X-Ray & Lab	100%	60%	
-Injections	100%	60%	
-Allergy Injections & Services	100%	60%	
-Chiropractic Care	100%	60%	
Pre-Admission Testing	80%	60%	
Preventive Services			Limited to one \$20 co-pay* per visit. Deductible waived for PPO services. Benefit includes, but not limited to: Routine physical exams and diagnostic tests, mammograms, gynecological exams, pap test, prostate screenings, and immunizations. Limited to 1 visit per calendar year. *The co-pay covers all examinations and testing identified As a physical (wellness) examination provided by and billed through the same physician/clinic on the same day. Additional examinations/testing as part of the physical examination by the same physician/clinic on a separate day are subject to an additional office visit co-payment. Any examinations and/or tests performed as part of the physical examination that are provided or interpreted by a physician/facility outside of the physician/clinic performing the annual physical are subject to the annual deductible/coinsurance requirements. Limited to children ages 6 and under. Deductible waived.
-Routine Physical	100%	60%	
-Well Child Care & Immunizations	100%	60%	
-Routine Mammogram	100%	100%	One-baseline mammogram. One-baseline mammogram. One per calendar year. Note: Mammogram includes procedure/readings. The age frequency restrictions are waived if the physician feels that due to medical diagnosis, family history, etc. more frequent procedures are necessary.
Age 30-35			
Age 36-40			
Age 41 & Over			
Radiation and Chemotherapy	80%	60%	Pre-certification required.
Respite Care	80%	60%	Relief for the family caring for a terminally ill patient. Respite services must be received in increments of at least 5 consecutive days, and must take place in a hospital, extended care facility, or nursing home.
Skilled Nursing/Extended Care Facility	80%	60%	Limited to 120 days per related illness and injury.

MEDICAL BENEFITS	PPO PAYS	NON- PPO PAYS	GENERAL PLAN LIMITS
Surgery -Inpatient -Outpatient	80% 80%	60% 60%	
Therapy - Speech - Occupational - Physical	80% 80% 80%	60% 60% 60%	
	PLAN'S MAXIMUM LIABILITY		
Lifetime Medical Maximum Benefits	\$2,000,000		Includes all other annual and lifetime maximum amounts.

PRESCRIPTION DRUG CARD BENEFITS

PRESCRIPTION DRUG BENEFITS	YOU PAY	GENERAL PLAN LIMITS
Prescription Drug Card		
Retail		Limited to a 30-day supply (1 co-pay), or a 90-day supply (2 co-pays).
- Generic	\$10 co-pay*	Per prescription or refill.
- Formulary	\$35 co-pay*	Per prescription or refill.
- Non-Formulary	\$35 co-pay*	Per prescription or refill.
Mail Order		Limited to a 90 supply (2 co-pays)
-Generic	\$10 co-pay*	
-Formulary	\$35 co-pay*	
-Non-Formulary	\$35 co-pay*	
		*Annual out-of-pocket maximum of \$1,000 individual, \$2,000 family.

Female Jailers: 11:00 p.m. - 7:00 a.m. - 20¢ premium
7:00 a.m. - 3:00 p.m. - No premium
3:00 p.m. - 11:00 p.m. - 20¢ premium

"Swing shift" personnel, i.e., jailers who alternate shifts shall receive 20¢ shift premium for all hours worked.

Ten-hour shifts: 5:00 a.m. - 3:00 p.m. - No premium
4:00 p.m. - 2:00 a.m. - 20¢ premium

Deputies: All deputies who are permanently and regularly assigned to work a full shift for which the majority of the hours fall during the period 1500 hours - 0800 hours shall receive a shift differential of 20¢ per hour for all hours worked during such shift. No premium shall be paid for any hours at the beginning or tail end of a shift that overlap into the 1500 hours - 0800 hours period. The intent of this provision can be illustrated by the following:

7:30 a.m. - 4:00 p.m. - No premium
3:30 p.m. - Midnight - 20¢ premium
11:30 p.m. - 8:00 a.m. - 20¢ premium
6:30 p.m. - 3:00 a.m. - 20¢ premium

ARTICLE 19 GENERAL

Section 19.1. Clothing and Equipment Program.

- (a) The County has agreed to issue and replace items of clothing and equipment on a need or fair wear and tear basis to the employees in classifications of the Sheriff's Department as outlined in their clothing and equipment program.
- (b) Six Hundred Dollars (\$600.00) per year for Detective and full-time Drug Task Force Deputy, which includes shoe allowance.
- (c) Clothing and Equipment Program. The following is the Marshall County Sheriff's Department Clothing Issue Program. This program will be utilized by all bargaining unit members, as well as any members of this Department who will fall under a listed particular classification.

Deputy Sheriff:

one (1) inner belt (basketweave)
one (1) outer belt (basketweave)